

**RICHLAND COUNTY HEALTH AND HUMAN SERVICES
2006 PURCHASE OF SERVICES CONTRACT**

I. PARTIES AND CONTRACT PERIOD

This contract is entered into freely and independently by and between Richland County Health and Human Services, whose business address is 221 West Seminary Street, Richland Center, WI 53581, hereinafter referred to as Purchaser, and [INSERT PROVIDER NAME HERE] whose business address is [INSERT ADDRESS HERE], hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2006 – December 31, 2006.

The Provider employee responsible for day-to-day administration of this contract will be [INSERT CONTACT NAME AND PHONE NUMBER HERE], whose business address is the same as reflected above. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator within ten (10) business days

The Purchaser employee responsible for day-to-day administration of this contract for purposes of receiving notices, request for information, and other communications will be Robin Reser, Provider Network Developer (608) 647-8821 x276, whose business address is the same as reflected above.

II. PURPOSE

It is understood that Purchaser has entered into a contract with the Department of Health and Family Services for Social and Mental Hygiene Services and the Department of Transportation Services for Transportation Services. The purpose of this contract is to formalize the terms and conditions of the Provider services to members and other covered clients receiving authorized services. Purchaser agrees to purchase for and Provider agrees to provide to members and other covered clients, the services as describe in detail in the **Service, Rate, and Payment Addendum**, attached hereto pursuant to State and Federal Rules and Regulations.

Definitions are listed in the **Definition Addendum**, attached hereto to clarify language used in this contract.

III. STATUS OF PARTIES

- A. Purchaser and Provider agree that each acts in an independent capacity in the performance of this contract and not as an employee or agent of the other. The parties agree to cooperate with each other for the purpose of providing benefits and access to care for covered clients.
- B. Nothing contained in this contract shall constitute or be construed to create a partnership or a joint venture between the Purchaser and its successors or assigns and Provider or its successors or assigns. In entering into this contract and in acting in compliance herewith, Provider is at all times acting and performing as an independent provider, duly authorized to perform the acts required of it hereunder.
- C. Provider shall provide all personnel required to perform the services under this contract. Such personnel shall not be employees of, or have any other contractual relationship with Purchaser.

- D. Provider will provide proper supervision to all employees providing services under this contract.

IV. SERVICES

- A. Provision of Service: Provider agrees to provide the services as described in the **Service, Rate, and Payment Addendum** attached hereto. The manner in which the services shall be provided are described in the **Service, Rate, and Payment Addendum**. Services shall be delivered in a culturally competent manner. That is, in a manner that honors the covered client's beliefs and customs and is sensitive to the cultural diversity and background of the covered client. This cultural competence will be demonstrated in written and verbal communication with the covered client and family and in the training of Provider staff.
- B. Access: Provider must not create barriers to access of services, which have been authorized by the Purchaser, by any requirements it imposes. At Purchaser's request, Provider will submit to Purchaser any policies and procedures it develops that are material to providing services so that the Purchaser is able to assure that barriers are not created.
- C. Service Authorization: Provider agrees to comply with the process described in the **Service Authorization Addendum** if attached hereto, to receive required prior authorization for providing the services under this contract.

V. PAYMENT FOR SERVICES

- A. The Purchaser shall pay the Provider at the rate and methods listed in the **Service, Rate, and Payment Addendum** of this contract.
- B. Purchaser may withhold any and all payment otherwise due Provider, if Provider fails to perform in accordance with this contract and may hold the payments until Provider corrects its failure to perform.

VI. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICES

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this contract from Provider will be determined by Purchaser. An individual is entitled to the right of a Fair Hearing concerning eligibility and the Purchaser shall inform individuals of this right. The Purchaser shall provide Members with information concerning their eligibility rights and how to appeal those rights.

VII. INDEMNITY AND INSURANCE

- A. Provider agrees that it will at all times during the existence of this contract, indemnify Purchaser, agents, officers, and employees from and against any and all loss, damages, and costs or expenses including attorneys fees which Purchaser may sustain, incur, or be required to pay by reason of eligible client's suffering, personal injury, death, or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this contract; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser.
- B. Provider agrees to indemnify Purchaser for any amount Purchaser may be required to repay to the State and/or Federal Government by virtue of payments made to Provider by Purchaser under this contract that the State and/or Federal Government determines to be overpayments or inappropriate payments.

- C. Provider agrees that, in order to protect itself as well as the Purchaser and its officers, boards and employees under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract, keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Upon the execution of this contract, Provider shall furnish Purchaser with written verification of the existence of such insurance. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:
- Worker's Compensation: minimum amount – statutory
 - Comprehensive General Liability: minimum amount \$1,000,000
 - Auto Liability (if applicable): minimum amount \$1,000,000
 - Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
 - Umbrella Liability (as necessary): minimum amount \$1,000,000
- D. The Purchaser shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five (5) working days, cause notice in writing thereof to be given to the Provider by certified mail, addressed to its post office address. The Purchaser shall cooperate with Provider and its attorneys in defense of any action suit or other proceedings.

VIII. AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE

- A. The Provider agrees to submit to the Purchaser a current copy of the Subrecipients Civil Rights Compliance Action Plan for Meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act, Titles VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act, the Omnibus Budget Reconciliation Act of 1981 and the Americans with Disabilities Act (ADA) Titles I through IV, and the Wisconsin Fair Employment Law. The Provider shall send Purchaser, a copy of Provider's individual CRC Action Plan at the time the contract is submitted. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two (2) or three (3) year period.

(Providers having less than twenty-five (25) employees and/or receive less than \$25,000 in annual payments, or are governmental entities or have a balance workforce, are excluded from the requirement to submit an Affirmative Action Plan and hereby agree to sign the attached Civil Rights Assurance Addendum in lieu of submitting a plan.)

- B. The Provider agrees to the following provisions:
- i. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. .
 - ii. Except as otherwise permitted under State or Federal law, no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, or ancestry, disability (as defined in Section 504 and the Americans with Disabilities Act (ADA)), physical condition, developmental disability (as defined in s.51.05(5)), arrest or conviction record (in keeping

with s.111.32) sexual orientation, political affiliation, marital status, or military participation, the use of legal products during non-work hours, and non-job related genetic and honesty testing. All employees are expected to support goals and programmatic activities relating to non-discrimination in service delivery.

- iii. Provider shall conduct, keep on file, and update annually, an accessibility self-evaluation of all programs and facilities, including employment practices for compliance with the American with Disabilities Title 1 regulations, unless an updated self-evaluation under Section 503 of the Rehabilitation Act of 1973 exists which meets the ADA requirements.
- iv. The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. Purchaser will continue to provide appropriate translated program brochures and forms for distribution.
- v. The Provider agrees to comply with the Purchaser's guidelines in the Civil Rights Compliance Standards and a Resource Manual for Equal Opportunity in Service Delivery and Employment for the Wisconsin Department of Health and Family Services, its Service Providers, and their Subcontractors.
- vi. The Provider has primary responsibility to take constructive steps, as per the CRC Standards, to ensure the compliance of its subcontractors. However, where the Provider has a direct contract with another agency, the Provider need not obtain a Subcontractor Civil Rights Compliance Plan or monitor that Subcontractor.
- vii. The Purchaser will monitor the Civil Rights Compliance of the Provider. The Purchaser may conduct reviews to ensure compliance. The Purchaser may also conduct reviews to address immediate concerns of complainants. The Provider agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
- viii. The Provider agrees that through its normal selection of staff, it will employ staff with special translation or sign language skills or find persons who are available within a reasonable time and who can communicate with non-English speaking or hearing impaired clients; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; and make the programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually impaired. Informational materials will be posted and/or available in languages and formats appropriate to the needs of the client population.
- ix. Provider will identify a Limited English Proficient (LEP) Coordinator, develop LEP policies and procedures and ensure staff are trained on such policies and procedures, collect data on primary language use or LEP participants to evaluate program's effectiveness; and establish a complaint process that is accessible to LEP participants.
- x. Provider will analyze its service area to assess the primary language needs of the participants that Provider services or encounters and establish a plan that will make oral

interpretation available and free of charge upon request. Provider will provide written translations of vital documents to LEP participants that constitute at least 5% or 1,000 LEP individuals, whichever is less, for the populations served or encountered.

- xi. The Provider shall, to the extent possible, hire bilingual staff, work with community associations, contract with competent interpreters or other ways to ensure accurate interpretation while providing critical health care to an LEP member, if applicable.
- C. The Purchaser will take constructive steps to ensure compliance of the Provider with the provisions of this subsection. The Provider agrees to comply with civil rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that results from any reviews.

IX. RENEGOTIATIONS

This contract or any part thereof must be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by Federal or State laws or regulations or court action; or, 3) monies available affecting the substance of this contract.

X. CONTRACT REVISIONS AND/OR TERMINATION

- A. Failure to comply with any part of this contract may be considered cause for revision, suspension, or termination.
- B. Revisions of this contract must be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.
- C. Termination shall not release the Provider of its obligation to serve covered clients then receiving services until transfer of the case to another service provider can be accomplished. Purchaser shall pay for services as provided herein in accordance with the **Service, Rate, and Payment Addendum**, attached hereto. .
- D. This contract may be terminated by either party at any time, for any reason or for no reason at all following a thirty (30) days written notice by either party unless an earlier date is determined by Purchaser to be essential to the safety and well-being of the covered clients under this contract with the exception of those providers which must meet the notification requirements as applicable in Chapter 50 licensing. Failure to comply with any part of this contract may be cause for early termination by offended party. In the event of termination, the Purchaser will only be liable for services rendered through the date of termination and not for the uncompleted portion or any materials or services purchased or paid for by Provider for use in completing this contract.
- E. This contract may be terminated or suspended due to deficiencies in quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or early termination of this contract.
- F. Provider shall notify Purchaser, in writing, whenever it is unable to provide required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require revision or early termination of this contract.

- G. Notwithstanding any other right of termination, Purchaser reserves the right to immediately terminate, or reduce in scope, its obligations under this contract in the event that sources of funding to the Purchaser derived through State or Federal grants or contracts are terminated or reduced.
- H. In the event that the contract is terminated or not renewed by either Purchaser or Provider, the Provider agrees to cooperate in transitioning services provided covered clients under this contract to Purchaser or to another provider designated by Purchaser.

XI. RESOLUTION OF DISPUTES

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the contract and Chapter 68, Wisconsin Statutes

XII. RECORDS

A. Covered Client Records:

- i. Provider shall maintain and preserve individual covered clients records in accordance with established professional standards and applicable State and Federal laws, rules, and regulations. These records shall be accurate, legible and safeguarded against loss, destruction or unauthorized use and shall remain confidential as required by State and Federal law. The use or disclosure by any party of any information concerning covered clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the covered client or the client's authorized representative. Covered clients have the right to approve or refuse the release of personally identifiable information, except when such release is authorized by law.
- ii. Covered Clients shall have access to their records in accordance with State and Federal law. Providers shall use its best efforts to make records available to covered clients or their authorized representatives within ten (10) working days of the record request.
- iii. Provider shall forward Covered Clients records to the Purchaser, pursuant to grievances, within fifteen (15) business days of the Purchaser's request. If the Provider is unable to meet the fifteen (15) business day requirement, the Provider shall explain why and indicate when the records will be provided.
- iv. Provider shall have procedures to provide for the prompt transfer of records and exchange of information with Purchaser and other providers for the purpose of managing the covered client's medical and long-term care and providing referral services.

B. Access to Premises and Records:

- i. Provider shall allow duly authorized agents or representatives of the Purchaser, the Department of Health and Family Services and its authorized agents, and Federal agencies, during normal business hours, access to its premises and records to inspect, audit, monitor, examine, or copy individual records pertaining to the contract, or otherwise evaluate the performance of Provider and its subcontractors, if any. In the event access is requested, Provider shall make staff available to assist in the audit or inspection effort and provide adequate space on the premises to reasonably

accommodate personnel. All inspections and audits will be conducted in a manner that will not unduly interfere with the performance of the Provider's activities.

C. Other Records:

- i. Provider shall maintain and upon request, furnish to Purchaser any and all information requested by Purchaser relating to the quality and quantity of services covered by this contract. This includes written documentation of care and services provided and the dates of services for all the services rendered as specified by Purchaser.
- ii. Provider shall maintain clearly identifiable and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the services provided.
- iii. Provider agrees to maintain and preserve its accounting and other financial management records pertaining to this contract in a form and manner consistent with all applicable State and Federal laws and principles of proper accounting and financial management.
- iv. Provider shall maintain records for a period not less than seven (7) years. Records involving matters that are subject to litigation shall be retained for a period of not less than seven (7) years following the termination of litigation upon expiration of the seven (7) year retention period, the Provider may request authority from the Purchaser to destroy, dispose of, or transfer the records.

XIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 "HIPAA" APPLICABILITY.

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

In addition, if Purchaser has determined that the Provider is a "Business Associate" within the context of the law, a **Business Associate Addendum** will be attached hereto and made part of this contract. Provider agrees to abide by the requirements of the Business Associate Addendum.

XIV. REPORTING

Provider shall meet all reporting requirements imposed by Purchaser for the purposes of reviewing and auditing Provider's performance under this contract and Purchaser's performance under its contract with DHFS. Specifically, Provider shall timely provide all data, in the format specified by the Purchaser, that is requested by the Purchaser related to Provider's quality assurance/quality improvement programs, utilization review, and encounter reporting, if applicable.

XV. PROVIDER RESPONSIBILITIES

A. Provider agrees to meet State and Federal standards and applicable State licensure and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered by this contract. In addition, Provider shall:

- i. Cooperate with Purchaser in establishing costs for reimbursement purposes.

- ii. Provider agrees to comply with all quality standards Purchaser establishes for Provider. Failure to comply with Purchaser's quality standards could result in contract termination.
- iii. Transfer a client from one category of care or service to another only with the prior approval of the Purchaser.
- iv. Provider shall maintain all required licensure, certification, and/or accreditation during the term of this contract and shall comply with the applicable state licensure and/or certification requirements as specified in state and federal statutes and rules. Provider will provide evidence of licensure, certification, and/or accreditation at the time of signing of the contract and thereafter upon request by Purchaser. Health professionals, who are certified by Medicaid, agree to provide information about their education, Board certification, and recertification upon request of the Purchaser
- v. Provider shall immediately notify Purchaser of any changes, or threatened changes, to its Medicaid certification, licensure or other certification or accreditation. Providers shall notify Purchaser of any visits or contacts by their licensing entities and shall send the Purchaser, copies of any licensing inspection reports within five (5) business days of receipt of such reports.
- vi. Provider ensures that staff providing services to members are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- vii. If the Provider subcontracts any part of this contract, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such subcontracting to the Purchaser for approval.
- viii. Provider shall furnish utilization data to the Purchaser upon request.
- ix. If the total amount of annual funding paid to Provider is \$25,000 or more, then an **Audit Addendum** will be attached to this contract and Provider agrees to all of the terms of the **Audit Addendum**. If the total amount of annual funding paid to Provider is less than \$25,000, an Audit Addendum will not be attached and Provider will not need to meet audit requirements.
- x. If Provider is an Adult Family Home, Provider agrees to **Adult Family Home Addendum**.
- xi. Provide shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or given the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
- xii. Provider shall not handle Member funds. The Purchaser or Purchaser's Designee shall handle all Member funds unless previously agreed upon by and between Purchaser and Provider in which case Provider agrees to adhere to Purchaser's Policies and Procedures regarding the handling of Member funds.

- xiii. Provider must meet all of the CMO's provider quality standards relating to provider type.

XVI. EXCLUSION FROM STATE AND FEDERAL HEALTH CARE PROGRAMS

Both parties represent and warrant that Provider and Purchaser and their owners and employees are not excluded from participation in any Federal health care programs, as defined under 42 U.S.C. § 1320a-tb(f), HFS 12 Wis. Admin. Code, or any form of State Medicaid program, and to each party's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other party of the commencement of any such exclusion or investigation within seven (7) business days of first learning of it. Both parties shall have the right to immediately terminate this contract upon learning of any such exclusion and shall be kept apprised by the other party of the status of any such investigation.

XVII. SAFETY

Provider attests to meeting all applicable OSHA requirements and similar State and Federal Safety Laws.

XVIII. QUALITY ASSURANCE/QUALITY IMPROVEMENT

Provider agrees to participate to the extent requested by Purchaser in Purchaser's Quality Assurance and Quality Improvement programs.

XIX. GRIEVANCE AND APPEAL

- A. Provider shall notify Purchaser in writing within five (5) business days of all complaints and grievances filed in writing against the Provider and the action taken by the Provider to resolve such complaint and grievances.
- B. Provider agrees to fully cooperate with Purchaser in researching and resolving complaints and grievances regarding Provider's services. Such cooperation will include furnishing information to Purchaser on Covered Client complaint and grievances within fifteen (15) days of its request.
- C. The Purchaser shall furnish Provider with a copy of their approved Complaint and Grievance procedures. In the event that the Covered Client complains directly to the Provider, the Covered Client must be given a copy of these procedures which contains:
 - A statement of client rights.
 - Information about all levels where a complaint or grievance may be registered.
 - Information about persons or organizations that may assist with the complaint or grievance process.

XX. CRIMINAL BACKGROUND CHECK POLICY

The Purchaser and Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, Provider shall comply with the provision of applicable Wisconsin Statutes (Chapter 48 and Chapter 50), the Caregiver

Background Check and Investigation Legislation, and applicable administrative rules of the State of Wisconsin, Department of Health and Family Services.

Provider shall conduct background searches at its own expense of all employees assigned to do work for the Purchaser under this contract if such employee has actual, direct contact with the clients of the Purchaser. Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health and Family Services, and the Department of Regulation and Licensing, as well as out of state records, tribal court proceedings and military records.

After the initial background check, Provider must conduct a new background check every four (4) years, or at any time within that period when the Provider has reason to believe a new check should be obtained.

Provider shall maintain the results of this background search, on its own premises, for at least the duration of the contract. Purchaser may audit Provider personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Policy.

Provider shall refrain from assigning any individual to conduct any work under this contract who does not meet the requirement of this law. Employee in this clause shall mean an employee or prospective employee of the Provider, and any subcontractors, agents and assigns who will do any work under this contract. Provider shall notify the Purchaser in writing within one (1) business day if an employee has been charged with or convicted of any crime specified in HFS 12.07(2).

Provider further agrees to indemnify and hold harmless the Purchaser for any and all demands, claims, suits, liability, loss, damage or expense of any kind, including costs, fines and reasonable attorney's fees, which results from the negligent or willful acts or omissions of the Provider or its employees, with respect to the duties and obligations of the Provider in conducting the background investigation required hereunder.

XXI. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health and Social Services shall serve to terminate this contract, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supercede the lawful powers or duties of either party. Provider agrees that no terms of this contract are valid which terminate legal liability of the CMO.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. Provider and Purchaser hereby agree to prohibit communication, activities, or written materials that make any assertion of statement that the Provider or Purchaser are endorsed by CMS, the Federal or State Government, or any other entity.

XXII. SIGNATURES

- A. This contract is agreed upon and approved by the Provider and Purchaser's authorized representative, as indicated below.
- B. This contract becomes null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty (60) days.

FOR PURCHASER: _____
RANDY JACQUET, DIRECTOR

DATE

FOR PROVIDER: _____

DATE

Provider SS# or EIN # : _____